

1 BILL NO. S-89-03- 08

2 SPECIAL ORDINANCE NO. S- 59-89

3 AN ORDINANCE approving the awarding of  
4 Reference #875 by the City of Fort  
5 Wayne, Indiana, by and through its  
6 Department of Purchasing and UNDERGROUND  
PIPE & VALVE, INC. AND WATER PRODUCTS  
COMPANY for the Water Maintenance  
Department.

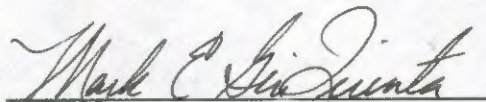
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA;

9 SECTION 1. That Reference #875 between the City of  
10 Fort Wayne, by and through its Department of Purchasing and  
11 UNDERGROUND PIPE & VALVE, INC. AND WATER PRODUCTS COMPANY  
12 for the Water Maintenance Department, respectfully for:

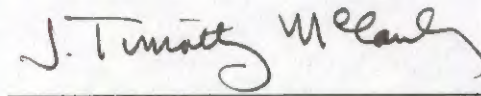
13 the purchase of tapping valves, tapping  
14 sleeves, duo solid sleeves, repair  
15 clamps full seal, repair clamps servi-  
16 seal, cut-in-sleeves and cut-in-valves  
for the Water Maintenance Department for  
1989;

17 involving a total cost of Seventy-Three Thousand Five  
18 Hundred Nineteen and 13/100 Dollars (\$73,519.13), all as  
19 more particularly set forth in said Reference #875 which is  
20 on file in the Office of the Department of Purchasing, and  
21 is by reference incorporated herein, made a part hereof, and  
22 is hereby in all things ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force  
24 and effect from and after its passage and any and all  
25 necessary approval by the Mayor.

26   
27 Councilmember

28 APPROVED AS TO FORM  
29 AND LEGALITY

30   
31 J. Timothy McCaulay, City Attorney  
32



REF NO.: 875

DEPT.: WATER MAINTENANCE

DATE: 03/07/89

ITEM/SERV.: CONSTRUCTION MATERIALS

PURCHASING INFORMATION

ADVERTISED BID: YES

DATES ADVERTISED: 1/30/89 & 2/6/89

OPENING DATE: 2/23/89

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

NO. OF VENDORS NOTIFIED: 16

NO. OF VENDORS REQUESTING BID INFO: 11

NO. OF VENDORS RESPONDING: 5

NO. OF VENDORS DISQUALIFIED: 1

NO. OF VENDORS NOT RESPONDING: 11

DATE SENT TO DEPT. FOR RECOMMENDATION: 2/23/89

DATE RECOMMENDATION REC'D IN PURCHASING: 3/3/89

DATE INFO SENT TO LAW DEPT.: 3/7/89

INTRODUCTION DATE: 3/14/89

DISCUSSION DATE:

PASSAGE DATE:

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT LAST YEAR: \$56218.34+/-  
(IF APPLICABLE)

REFERENCE NO. 875  
WATER MAINTENANCE  
CONSTRUCTION MATERIALS

REPAIR CLAMPS, FULL SEAL

SIZE	EST QTY	TREATY	WATER PRODUCTS	UNDERGROUND	EJP	ETNA	JAMES J
2 X 7 1/2	2	\$20.67	\$41.34	\$15.00	\$30.00	\$19.86	
4 X 8	30	\$26.21	\$786.30	\$19.77	\$593.10	\$25.77	
4 X 12	10	\$39.75	\$397.50	\$31.74	\$317.40	\$37.84	
6 X 8	175	\$30.71	\$5,374.25	\$23.50	\$4,112.50	\$31.50	
6 X 12	125	\$47.20	\$5,900.00	\$37.70	\$4,712.50	\$45.45	
8 X 8	10	\$35.45	\$354.50	\$27.40	\$274.00	\$33.45	
8 X 12	10	\$54.90	\$549.00	\$44.00	\$440.00	\$47.20	
12 X 8	5	\$51.18	\$255.90	\$42.25	\$211.25	\$39.91	
12 X 12	5	\$79.95	\$399.75	\$67.65	\$338.25	\$56.73	
12 X 18	2	\$124.12	\$248.24	\$105.50	\$211.00	\$81.92	
16 X 16	2	\$226.06	\$452.12	\$144.00	\$288.00	\$119.51	
20 X 16	2	\$251.90	\$503.80	\$177.00	\$354.00	\$136.41	
24 X 24	1	\$561.60	\$561.60	\$462.42	\$462.42	\$170.20	

REPAIR CLAMPS, SERVI-SEAL

6 X 8 X 3/4	50	\$44.55	\$2,227.50	\$32.80	\$1,640.00	\$39.97	\$1,998.50	\$35.00	\$1,750.00		
8 X 8 X 3/4	35	\$50.30	\$1,760.50	\$36.65	\$1,282.75	\$42.32	\$1,481.20	\$39.00	\$1,365.00		
12 X 9 X 3/4	15	\$73.61	\$1,104.15	\$64.78	\$971.70	\$73.80	\$1,107.00	\$67.50	\$1,012.50		
6 X 10 X 1 1/2	25	\$70.88	\$1,772.00	\$43.50	\$1,087.50	\$68.00	\$1,700.00	\$45.00	\$1,125.00		
6 X 10 X 2	25	\$82.14	\$2,053.50	\$46.35	\$1,158.75	\$80.01	\$2,000.25	\$48.50	\$1,212.50		
8 X 10 X 1 1/2	25	\$73.23	\$1,830.75	\$47.87	\$1,196.75	\$74.90	\$1,872.50	\$50.00	\$1,250.00		
8 X 10 X 2	25	\$84.49	\$2,112.25	\$50.73	\$1,268.25	\$86.90	\$2,172.50	\$53.00	\$1,325.00		
10 X 10 X 1 1/2	6	\$81.35	\$488.10	\$62.17	\$373.02	\$93.45	\$560.70	\$64.50	\$387.00		
10 X 10 X 2	6	\$92.50	\$555.00	\$65.00	\$390.00	\$100.07	\$600.42	\$73.50	\$441.00		
12 X 10 X 1 1/2	25	\$86.66	\$2,166.50	\$67.48	\$1,687.00	\$89.50	\$2,237.50	\$70.00	\$1,750.00		
12 X 10 X 2	25	\$97.86	\$2,446.50	\$70.34	\$1,758.50	\$101.84	\$2,546.00	\$73.50	\$1,837.50		
16 X 10 X 1 1/2	12	\$224.97	\$2,699.64	\$121.00	\$1,452.00	\$127.07	\$1,524.84	\$124.00	\$1,488.00		
16 X 10 X 2	12	\$239.32	\$2,871.84	\$121.70	\$1,460.40	\$139.40	\$1,672.80	\$127.00	\$1,524.00		
20 X 10 X 1 1/2	6	\$277.62	\$1,665.72	\$145.80	\$874.80	\$142.67	\$856.02	\$184.00	\$1,104.00	*	
20 X 10 X 2	6	\$293.89	\$1,763.34	\$146.37	\$878.22	\$155.00	\$930.00	\$187.00	\$1,122.00	*	
24 X 10 X 1 1/2	4	\$289.10	\$1,156.40	\$163.90	\$655.60	\$185.17	\$740.68	\$224.00	\$896.00	*	
24 X 10 X 2	4	\$306.50	\$1,226.00	\$164.44	\$657.76	\$197.51	\$790.04	\$227.00	\$908.00	*	
30 X 10 X 1 1/2	3	\$352.76	\$1,058.28	\$211.25	\$633.75	\$204.28	\$612.84	\$258.00	\$774.00	*	
30 X 10 X 2	3	\$379.10	\$1,137.30	\$212.00	\$636.00	\$209.08	\$627.24	\$261.00	\$783.00	*	

CUT-IN SLEEVES

6	30	\$85.31	\$2,559.30	\$74.35	\$2,230.50	\$84.03	\$2,520.90	\$85.00	\$2,550.00		
12	6	\$193.90	\$1,163.40	\$165.65	\$993.90	\$200.72	\$1,204.32	\$190.00	\$1,140.00		

CUT-IN VALVE

6	25	\$242.40	\$6,060.00	\$184.40	\$4,610.00	\$182.63	\$4,565.75	\$195.00	\$4,875.00		
4	10	\$178.25	\$1,782.50	\$136.00	\$1,360.00	\$133.98	\$1,339.80	\$148.00	\$1,480.00		
12	4	\$740.25	\$2,961.00	\$559.00	\$2,236.00	\$557.77	\$2,231.08	\$585.00	\$2,340.00		



DUO SOLID SLEEVES

	6	12	16	50	\$120.00	\$6,000.00	\$82.00	\$4,100.00	\$59.75	\$2,987.50	N/B	\$0.00
				5	\$240.00	\$1,200.00	\$149.00	\$745.00	\$145.64	\$728.20	N/B	\$0.00
				5	N/B	\$0.00	\$254.00	\$1,270.00	\$343.09	\$1,715.45	N/B	\$0.00

## TAP VALVE

[illegible]

## TAP SLEEVE

6 X 4	4	\$164.56	\$658.24	\$137.27	\$549.08	\$148.38	\$593.52	\$143.50	\$574.00
6 X 6	20	\$188.64	\$3,772.80	\$166.40	\$3,328.00	\$160.04	\$3,200.80	\$180.00	\$3,600.00
8 X 6	8	\$182.84	\$1,462.72	\$153.10	\$1,224.80	\$166.11	\$1,328.88	\$165.00	\$1,320.00
12 X 6	5	\$204.48	\$1,022.40	\$183.35	\$916.75	\$180.58	\$902.90	\$198.00	\$990.00
12 X 8	5	\$258.80	\$1,294.00	\$229.20	\$1,146.00	\$228.64	\$1,143.20	\$240.00	\$1,200.00
12 X 12	2	\$378.33	\$756.66	\$367.50	\$735.00	\$334.56	\$669.12	\$384.00	\$768.00
16 X 6	6	\$220.10	\$1,320.60	\$257.55	\$1,545.30	\$194.58	\$1,167.48	\$270.00	\$1,620.00
16 X 12	4	\$407.53	\$1,630.12	\$415.20	\$1,660.80	\$360.21	\$1,440.84	\$430.00	\$1,720.00

TOTAL	\$67,389.16	\$48,903.60	\$64,748.37	\$50,827.14
DELIVERY	3-4 WKS	7-10 DAYS	15 DAYS	
FOB	FW	FW	FW	

\*ALTERNATES BID

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
219-427-1101

BID OPENING DATE: 2-23-89 @ 11:00 AM BID REFERENCE # 875

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR construction material for WMS

AND REQUESTED BY Water Maintenance & Service

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS:        % IF PAID WITHIN net 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME UNDERGROUND PIPE + VALVE INC

STREET ADDRESS 617 LEY RD

CITY FT WAYNE, IND 46825

BY James P Butler PHONE 219-483-1457  
REPRESENTATIVE SIGNATURE



SPECIFICATIONS FOR REPAIR CLAMPS AND CONSTRUCTION MATERIAL

REPAIR CLAMPS, FULL SEAL, W/STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
2	EA +/-	2" x 7½"	<u>PowarsonL 3121 AS</u>	\$ <u>19.86</u>
30	EA +/-	4" x 8"	<u>" "</u>	\$ <u>25.77</u>
10	EA +/-	4" x 12"	<u>" "</u>	\$ <u>37.84</u>
175	EA +/-	6" x 8"	<u>" "</u>	\$ <u>31.50</u>
125	EA +/-	6" x 12"	<u>" "</u>	\$ <u>45.45</u>
10	EA +/-	8" x 8"	<u>" "</u>	\$ <u>33.45</u>
10	EA +/-	8" x 12"	<u>" "</u>	\$ <u>47.20</u>
5	EA +/-	12" x 8"	<u>" "</u>	\$ <u>39.91</u>
5	EA +/-	12" x 12"	<u>" "</u>	\$ <u>56.73</u>
2	EA +/-	12" x 18"	<u>" "</u>	\$ <u>81.92</u>
2	EA +/-	16" x 16"	<u>PowarsonL 3122 AS</u>	\$ <u>119.51</u>
2	EA +/-	20" x 16"	<u>" "</u> JPB	\$ <del>136.41</del>
1	EA +/-	24" x 24"	<u>" 3123 AS</u> JPB	\$ <del>170.20</del>

REPAIR CLAMPS, SERVI-SEAL, W/STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

50	EA +/-	6" x 8" x 3/4" TAP	<u>PowarsonL 3131 AS</u>	\$ <u>39.97</u>
35	EA +/-	8" x 8" x 3/4" TAP	<u>" "</u>	\$ <u>42.32</u>
15	EA +/-	12" x 9" x 3/4" TAP	<u>" "</u>	\$ <u>73.80</u>
25	EA +/-	6" x 10" x 1½" TAP	<u>" "</u>	\$ <u>68.00</u>
25	EA +/-	6" x 10" x 2" TAP	<u>" "</u>	\$ <u>80.01</u>
25	EA +/-	8" x 10" x 1½" TAP	<u>" "</u>	\$ <u>74.90</u>
25	EA +/-	8" x 10" x 2" TAP	<u>" "</u>	\$ <u>86.90</u>
6	EA +/-	10" x 10" x 1½" TAP	<u>" "</u>	\$ <u>93.45</u>
6	EA +/-	10" x 10" x 2" TAP	<u>" "</u>	\$ <u>100.07</u>
25	EA +/-	12" x 10" x 1½" TAP	<u>" "</u>	\$ <u>89.50</u>
25	EA +/-	12" x 10" x 2" TAP	<u>" "</u>	\$ <u>101.84</u>



QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
12	EA +/-	16" x 10" x 1½" TAP	<u>Powerseal 3132 AS</u>	\$ <u>127.07</u>
12	EA +/-	16" x 10" x 2" TAP	<u>" "</u>	\$ <u>139.40</u>
6	EA +/-	20" x 10" x 1½" TAP	<u>" "</u>	\$ <u>142.67</u>
6	EA +/-	20" x 10" x 2" TAP	<u>" "</u>	\$ <u>155.00</u>
4	EA +/-	24" x 10" x 1½" TAP	<u>Powerseal 3133 AS</u>	\$ <u>185.17</u>
4	EA +/-	24" x 10" x 2" TAP	<u>" "</u>	\$ <u>197.51</u>
3	EA +/-	30" x 10" x 1½" TAP	<u>" "</u>	\$ <u>204.28</u>
3	EA +/-	30" x 10" x 2" TAP	<u>" "</u>	\$ <u>209.08</u>

CUT-IN SLEEVE, W/GASKETS, BOLTS AND GLANDS

30	EA +/-	6"	<u>Tyler 5-145-PE</u>	\$ <u>84.03</u>
6	EA +/-	12"	<u>" " " "</u>	\$ <u>200.72</u>

CUT-IN VALVE, OPEN RIGHT, W/GASKETS, BOLTS AND GLANDS (RESILIENT SEAT IF POSSIBLE)

25	EA +/-	6"	<u>Clow F 6111</u>	\$ <u>182.63</u>
10	EA +/-	4"	<u>Clow F 6111</u>	\$ <u>133.98</u>
4	EA +/-	12"	<u>Clow F 6111</u>	\$ <u>557.77</u>

DUO SOLID SLEEVES, MECHANICAL JOINT, W/GASKETS, BOLTS AND GLANDS

50	EA +/-	6"	<u>Tyler 5-146 S</u>	\$ <u>59.75</u>
5	EA +/-	12"	<u>" 5-146 L</u>	\$ <u>145.64</u>
5	EA +/-	16"	<u>" 5-146-L</u>	\$ <u>343.09</u>

TAPPING VALVE, MECHANICAL JOINT, W/RESILIENT SEAT, OPEN RIGHT, W/GASKETS, BOLTS & GLANDS

5	EA +/-	4"	<u>Clow F 6114</u>	\$ <u>143.81</u>
30	EA +/-	6"	<u>Clow F 6114</u>	\$ <u>199.34</u>
6	EA +/-	8"	<u>Clow F 6114</u>	\$ <u>295.63</u>
10	EA +/-	12"	<u>Clow F 6114</u>	\$ <u>676.47</u>

QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
4	EA +/-	6' x 4'	<u>Jcm 412</u>	\$ <u>148.38</u>
20	EA +/-	6' x 6'	<u>" "</u>	\$ <u>160.04</u>
8	EA +/-	8' x 6'	<u>" "</u>	\$ <u>166.11</u>
5	EA +/-	12' x 6'	<u>" "</u>	\$ <u>180.58</u>
5	EA +/-	12' x 8'	<u>" "</u>	\$ <u>228.64</u>
2	EA +/-	12' x 12'	<u>" "</u>	\$ <u>334.56</u>
6	EA +/-	16' x 6'	<u>" "</u>	\$ <u>194.58</u>
4	EA +/-	16' x 12'	<u>" "</u>	\$ <u>360.21</u>

DELIVERY TIME: 15 Days A.R.O FOB: FT WAYNE, IND

SUBJECT TO COUNCILMANIC APPROVAL - OPTIONAL RENEWAL APPLIES

TERM OF AGREEMENT: MAY 1, 1989 THRU DECEMBER 31, 1989



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of UNDERGROUND PIPES + VALVE INC, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of UNDERGROUND PIPES + VALVE INC, that UNDERGROUND PIPES + VALVE INC does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 20 day of FEB, 1989.

UNDERGROUND PIPES + VALVE  
(Name of Bidder/Vendor)

James P Butler  
(Name and Title of Person Signing)

President



# AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

## BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Underground Pipe & Valve, Inc.

P. O. Box 508, South Bend, Indiana

of \_\_\_\_\_ (hereinafter called the Principal),

as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the

Surety), as Surety, are held and firmly bound unto City of Fort Wayne,

Fort Wayne, Indiana

(hereinafter called the Obligee) in the penal sum of 5% of amount bid

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 23rd day of February 1989

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for \_\_\_\_\_

Construction materials for water maintenance & service

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

UNDERGROUND PIPE & VALVE, INC.

James P. Butley  
AMERICAN STATES INSURANCE COMPANY

By Barbara L. Horvath

Attorney-in-Fact





# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute

and appoint \_\_\_\_\_

----- LYMAN C. CURTIS, PEGGY L. MILLER, CURTIS A. FEY AND BARBARA L. HORVATH -----

(Jointly or Severally)

of South Bend and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however,

that the penal sum of any one such instrument executed hereunder shall not exceed

FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Second Vice President or Assistant Vice President) shall have power, by and with the concurrence with the any other officer of the Corporation, to appoint Attorneys-in-Fact as the business of the Corporation may require and to authorize any such person to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Vice-President and its corporate seal to be hereto affixed this 7th day of February

A.D. 19 89

AMERICAN STATES INSURANCE COMPANY

ATTEST:

[Signature]  
Assistant Vice-President

By

[Signature]  
Second Vice-President



STATE OF INDIANA }  
COUNTY OF MARION } SS

On this 7th day of February, A.D., 19 89, before me personally came

Joseph F. Heim

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said \_\_\_\_\_

Joseph F. Heim further said that he is acquainted with John J. Rosich and knows him to be the Assistant Vice-President of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES  
OCTOBER 2, 1992

My Commission Expires

[Signature]

Notary Public

Notary is a resident of Marion  
County, Indiana



STATE OF INDIANA }  
COUNTY OF MARION } SS

I, John J. Rosich, the Assistant Vice-President of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the Chairman, the President or any vice-president (including any Executive Vice President, Senior Vice President, Vice President, Second Vice President or Assistant Vice President) and the secretary, or an assistant secretary, or other officer, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 23rd day of February

A.D., 19 89





(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: 2-20-89

1. Governmental Unit: CITY OF FT WAYNE IN  
2. County: ALLEN  
3. Bidder (Firm): UNDERGROUND PIPES + VALVE INC  
Address: 617 LOYAL  
City/State: FT WAYNE, IND 46825  
4. Telephone Number: 219-483-1457  
5. Agent of Bidder (if applicable): James R. Butler

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Case No. 66.

James P. Butler  
Signature of Bidder or Agent

Class or Item	Quantity	Unit	Description	Unit Price	Amount

TE OF INDIANA )  
 ) SS:  
*Lash* COUNTY )

He further says that no person or persons, firms, or corporation has, have or will receive directly indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

UNOBSTRUCTED PIPE + VALVE FIRM  
Bladder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 20 day of July, 1989

Commission Expires: Sept 9, 1992

City of Residence: St Joseph

Selen Luuk  
Notary Public

Heleen Luick  
Notary Public Printed Name

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for \_\_\_\_\_ items or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price bid for the materials stipulated in said bid.

**Contracting Authority Members:**

Date: \_\_\_\_\_

INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
219-427-1101

BID OPENING DATE: 2-23-89 @ 11:00 AM BID REFERENCE # 875

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR construction material for WMS

AND REQUESTED BY Water Maintenance & Service

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A        100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS:        % IF PAID WITHIN        DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Water Products Company

STREET ADDRESS 112 W. Water Street, P.O. Box 55

CITY Wabash

BY Douglas J. LaBomBard PHONE 219-563-2171  
REPRESENTATIVE SIGNATURE



### SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$75,917.73. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

OUR TRUCK, AND COMMON CARRIER

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/\_\_\_/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 0 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

SPECIFICATIONS FOR REPAIR CLAMPS AND CONSTRUCTION MATERIALREPAIR CLAMPS, FULL SEAL, W/STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
2	EA +/-	2" x 7½"	Ford FSI-263-7.5	\$ 15.00
30	EA +/-	4" x 8"	Ford FSI-514-7.5	\$ 19.77
10	EA +/-	4" x 12"	Ford FSI-514-12.5	\$ 31.74
175	EA +/-	6" x 8"	Ford FSI-724-7.5	\$ 23.50
125	EA +/-	6" x 12"	Ford FSI-724-12.5	\$ 37.70
10	EA +/-	8" x 8"	Ford FSI-939-7.5	\$ 27.40
10	EA +/-	8" x 12"	Ford FSI-939-12.5	\$ 44.00
5	EA +/-	12" x 8"	Ford FSI-1350-7.5	\$ 42.25
5	EA +/-	12" x 12"	Ford FSI-1350-12.5	\$ 67.65
2	EA +/-	12" x 18"	Ford FSI-1350-20	\$ 105.50
2	EA +/-	16" x 16"	Ford FSI-1790-15	\$ 144.00
2	EA +/-	20" x 16"	Ford FSI-2280-15	\$ 177.00
1	EA +/-	24" x 24"	Ford FSI-2700-24	\$ 462.42

REPAIR CLAMPS, SERVI-SEAL, W/STAINLESS STEEL BOLTS, NUTS AND BONDING DEVICE

50	EA +/-	6" x 8" x 3/4" TAP	Ford FSI-724-7.5 CC3	\$ 32.80
35	EA +/-	8" x 8" x 3/4" TAP	Ford FSI-939-7.5 CC3	\$ 36.65
15	EA +/-	12" x 9" x 3/4" TAP	Ford FSI-1350-10 CC3	\$ 64.78
25	EA +/-	6" x 10" x 1½" TAP	Ford FSI-724-10 CC6	\$ 43.50
25	EA +/-	6" x 10" x 2" TAP	Ford FSI-724-10 CC7	\$ 46.35
25	EA +/-	8" x 10" x 1½" TAP	Ford FSI-939-10 CC6	\$ 47.87
25	EA +/-	8" x 10" x 2" TAP	Ford FSI-939-10 CC7	\$ 50.73
6	EA +/-	10" x 10" x 1½" TAP	Ford FSI-1144-10 CC6	\$ 62.17
6	EA +/-	10" x 10" x 2" TAP	Ford FSI-1144-10 CC7	\$ 65.00
25	EA +/-	12" x 10" x 1½" TAP	Ford FSI-1350-10 CC6	\$ 67.48
25	EA +/-	12" x 10" x 2" TAP	Ford FSI-1350-10 CC7	\$ 70.34



QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
12	EA +/-	16" x 10" x 1½" TAP	Cascade CRT-2-1740-10-1½	\$ 121.00
12	EA +/-	16" x 10" x 2" TAP	Cascade CRT-2-1740-10-2	\$ 121.70
6	EA +/-	20" x 10" x 1½" TAP	Cascade CRT-2-2160-10-1½	\$ 145.80
6	EA +/-	20" x 10" x 2" TAP	Cascade CRT-2-2160-10-2	\$ 146.37
4	EA +/-	24" x 10" x 1½" TAP	Cascade CRT-2-2520-10-1½	\$ 163.90
4	EA +/-	24" x 10" x 2" TAP	Cascade CRT-2-2520-10-2	\$ 164.44
3	EA +/-	30" x 10" x 1½" TAP	Cascade CRT-2-3200-10-1½	\$ 211.25
3	EA +/-	30" x 10" x 2" TAP	Cascade CRT-2-3200-10-2	\$ 212.00

CUT-IN SLEEVE, W/GASKETS, BOLTS AND GLANDS

30	EA +/-	6"	American	\$ 74.35
6	EA +/-	12"	American	\$ 165.65

CUT-IN VALVE, OPEN RIGHT, W/GASKETS, BOLTS AND GLANDS (RESILIENT SEAT IF POSSIBLE)

25	EA +/-	6"	American #55-C	\$ 184.40
10	EA +/-	4"	American #55-C	\$ 136.00
4	EA +/-	12"	American #55-C	\$ 559.00

DUO SOLID SLEEVES, MECHANICAL JOINT, W/GASKETS, BOLTS AND GLANDS

50	EA +/-	6"	Tyler	\$ 82.00
5	EA +/-	12"	Tyler	\$ 149.00
5	EA +/-	16"	Tyler	\$ 254.00

TAPPING VALVE, MECHANICAL JOINT, W/RESILIENT SEAT, OPEN RIGHT, W/GASKETS, BOLTS & GLANDS

5	EA +/-	4"	American #825 or 865	\$ 139.00
30	EA +/-	6"	American #825 or 865	\$ 190.00
6	EA +/-	8"	American #825 or 865	\$ 289.00
10	EA +/-	12"	American #825 or 865	\$ 673.00



QTY	UNIT	SIZE	MAKE AND MODEL NUMBER	UNIT COST
4	EA +/-	6" x 4"	Ford- FTSC-6 x 4	\$ 137.27
20	EA +/-	6" x 6"	Ford- FTSC-6 x 6	\$ 166.40
8	EA +/-	8" x 6"	Ford- FTSC-8 x 6	\$ 153.10
5	EA +/-	12" x 6"	Ford- FTSC-12 x 6	\$ 183.35
5	EA +/-	12" x 8"	Ford- FTSC-12 x 8	\$ 229.20
2	EA +/-	12" x 12"	Ford- FTSC-12 x 12	\$ 367.50
6	EA +/-	16" x 6"	Ford- FTSC-16 x 6	\$ 257.55
4	EA +/-	16" x 12"	Ford- FTSC-16 x 12	\$ 415.20

DELIVERY TIME: 7-10 Days

FOB: Fort Wayne, Indiana

SUBJECT TO COUNCILMANIC APPROVAL - OPTIONAL RENEWAL APPLIES

TERM OF AGREEMENT: MAY 1, 1989 THRU DECEMBER 31, 1989



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Water Products Company  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Water Products Company  
\_\_\_\_\_, that The Company  
\_\_\_\_\_ does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 17th day of February, 1989.

Water products Company  
(Name of Bidder/Vendor)

  
(Name and Title of Person Signing)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)  
(Please type or print)

Date: 2-17-89

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Water Products Company

Address: 112 W. Water Street, P.O. Box 55

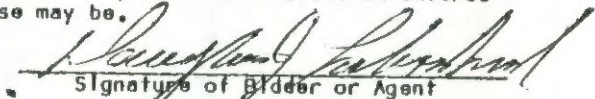
City/State: Wabash, In. 46992

4. Telephone Number: 219-563-2171

5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in his bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.



Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

See Attached

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
                          ) SS:  
Wabash COUNTY )

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other person, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by him at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, that this bid is made without reference to any other bid and without any agreement, understanding or collusion with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Water Products Company

Bidder (Firm)

Signature of Bidder or Agent

89

Subscribed and sworn to before me this 17th day of February, 1989.

Commission Expires: 11-14-92

Johnetta P. Wells

Notary Public

City of Residence: Wabash

Johnetta P. Wells

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for \_\_\_\_\_ items or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price bid for the materials stipulated in said bid.

Contracting Authority Members:

Date: 2-17-89



Read the first time in full and on motion by Don Jantz, seconded by Don, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 3-14-89

Marilyn E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Brady, seconded by Brady, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-21-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-59-89

on the 27th day of March, 1989.

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of March, 1989, at the hour of 2:15 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 6th day of April, 1989, at the hour of 4:15 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



DIGEST SHEET

TITLE OF ORDINANCE: Special

*A-89-03-08*

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 875 with respect to the purchase of tapping valves, tapping sleeves, duo solid sleeves, repair clamps full seal, repair clamps servi-seal, cut-in-sleeves and cut-in-valves for Water Maintenance for 1989. The costs reflect the lowest and most responsible vendors.

EFFECT OF PASSAGE: Tapping valves/sleeves are used to connect new large service onto water main without having to shut off water. Duo solid sleeves are used to connect or repair the old style pipe, centrifugal or cast iron. Repair clamps full seal are used to repair broken water mains. Repair clamps servi-seal are used to repair breaks that occur at the corp stop. Cut-in-valves/sleeves are used in repair of water mains.

EFFECT OF NON-PASSAGE: We would not be able to repair broken mains, install new or replace broken valves, install new or repair existing services, which could cause damage to city and private property as well as lose large amounts of water, thus causing loss of revenue.

MONIES INVOLVED:	Underground	\$16,458.85 +/-
	Water Products	\$57,060.28 +/-

SOURCE OF FUNDING: Water Maintenance  
513-523-W154-4299

PRIOR APPROVAL:  
(IF APPLICABLE)

DATE:



BILL NO. S-89-03-08

REPORT OF THE COMMITTEE ON CITY UTILITIES

MARK E. GIAQUINTA, CHAIRMAN  
THOMAS C. HENRY, VICE CHAIRMAN  
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding  
of Reference #875 by the City of Fort Wayne, Indiana, by and  
through its Department of Purchasing and UNDERGROUND PIPE & VALVE  
INC. AND WATER PRODUCTS COMPANY for the Water Maintenance  
Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND  
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

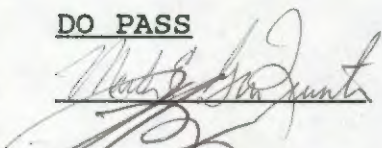
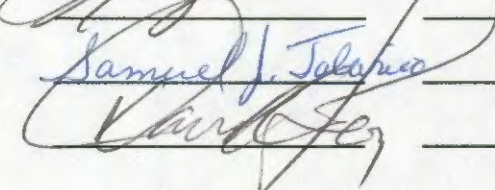
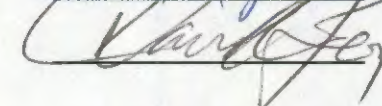
(ORDINANCE) (~~RESOLUTION~~) \_\_\_\_\_

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 3-27-89

Sandra E. Kennedy  
City Clerk